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AGREEMENT BETWEEN
THE TOWNSHIP OF LOWER, CAPE MAY COUNTY ✓
AND
LOWER TOWNSHIP OFFICE WORKERS ASSOCIATION - LOCAL #3779
AFFILIATED WITH
AFSCME, DISTRICT COUNCIL #71 AFL-CIO

January 1, 1992
Effective Dates: through
December 31, 1994

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PREAMBLE

This agreement, entered into this day of 5th day of October, 1992, by and between the Township of Lower, in the County of Cape May, State of New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" and the Lower Township Office Workers Association, Local #3779 affiliated with AFSCME, District Council #71, AFL-CIO, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I - RECOGNITION

The employer recognizes the Union as the Bargaining Agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed in Article XIII which is part of this agreement or any newly created positions within the parameters of the Union's certification.

ARTICLE II - CHECK OFF

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for AFSCME District Council #71. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.C.S.A. (R.S.) 52:14-15.9e, as amended and members shall be eligible to withdraw such authority during July of each year.

B. A check off shall commence for each employee who signs a properly dated authorization card supplied by the Union and

verified by the Treasurer of the Council during the month following the filing of such card with the Township.

C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Council together with the list of the names of all employees for whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.

D. If during the life of this Agreement there shall be any change in the rate of membership dues, the Local Union shall furnish the Township with written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township an official notification on the letterhead of the Local Union and signed by the President of the Local Union advising of such changed deduction.

E. The Union will provide the necessary "Check Off" authorization form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Treasurer.

ARTICLE III - AGENCY SHOP

A. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

B. The deductions shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment.

C. The fair share fee for services rendered by the Union shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

E. The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township to take any action.

ARTICLE IV - MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but

without limiting the generality of the foregoing, the following rights:

1. To executive, management and administrative control of the Township Government and its properties and facilities and the activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees, in consultation with the Department Head concerned.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law, in consultation with the Department Head concerned, subject to N.J.A.C.

4:1-16.1, et seq.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection with the implementation thereof shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Management shall have the right to institute the technological improvements within the Department, subject only to the limitations contained herein. Technological improvement is defined as a change in procedures, equipment, or method of operation of the Department, or lowering the manpower

requirements of the Department. In the event technological improvements are introduced, the Department will endeavor, so far as practicable to institute these improvements in such a manner that there will be the least possible hardship to employees, including but not limited to retraining, and relocation within the Township, or reclassification of said employee or employees, where applicable. Should the Union feel that an injustice has been committed in such action, they may file a grievance under this agreement.

ARTICLE V - VACATIONS

A. Annual vacations shall be granted as follows:

Up to 1st year of working service	1 working day per month
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After 1 year and up to 5 years	13 working days
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After 5 years and up to 10 years	16 working days
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After 10 years and up to 15 years	20 working days
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After 15 years	25 working days
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Vacations shall be scheduled only the approval of the employees Department Head. The Township reserves the right to refuse vacation requests if administrative pressures so require. The Township further reserves the right to adjudicate conflicting vacation request by means of seniority.

B. The employees of the Department of Public Safety may take vacation anytime during the year, with the approval of the Supervisor. C. Permanent part-time employees whose titles are included in the existing contract shall be entitled to a proportionate share of vacation days.

D. Each employee shall have a vested right to any unused vacation leave which has been earned prior to December 31, 1981. The employee shall be permitted to either use such accumulated vacation leave or carry it over at the employee's discretion. Any such leave taken by an employee subsequent to January 1, 1982 shall be assessed against the leave the employee was entitled to take in that calendar year.

E. Any vacation leave accruing in any calendar year after 1981 which is unused by an employee within that calendar year may be used within the following calendar year, but it shall not be accumulated thereafter.

ARTICLE VI - HOLIDAYS

A. 1. All Township Employees shall be entitled to the following holidays:

- * New Year's Day
- * Martin Luther Kings Birthday
- Lincoln's Birthday
- * Washington's Birthday
- Good Friday
- * Memorial Day
- * Fourth of July
- * Labor Day
- * Columbus Day
- Election Day
- * Veterans Day
- * Thanksgiving
- Day after Thanksgiving
- * Christmas
- Employee's Birthday

(* Federal Holidays)

The Department of Public Safety shall be entitled to the following holidays:

	<u>1992</u>	<u>1993</u>	<u>1994</u>
* New Years Day	1/1	1/1	1/1
* Martin Luther King's Birthday	1/20	1/18	1/17
Lincoln's Birthday	2/12	2/12	2/12
* Washington's Birthday	2/17	2/15	2/21
Good Friday	4/17	4/9	4/1
* Memorial Day	5/25	5/31	5/30
* Fourth of July	7/4	7/4	7/4
* Labor Day	9/7	9/6	9/5
* Columbus Day	10/12	10/11	10/10
Election Day	11/3	11/2	11/8
* Veterans Day	11/11	11/11	11/11
* Thanksgiving	11/26	11/25	11/24
Day After Thanksgiving	11/27	11/26	11/25
* Christmas	12/25	12/25	12/25
Employees Birthday			

(* Federal Holidays)

2. In the event that any Township employee is required to work on one of the above designated holidays, he or she shall be compensated at time and one-half (plus holiday pay) which may be accumulated and taken at a later date at the employees discretion with the approval of the Department Head within that calendar year or receive payment at time and one-half (plus holiday pay) and paid as part of their regular salary or accumulated and paid in the first paycheck in December.

3. In the event that one of the above designated holidays falls on a weekend, the employee shall be granted equal compensatory time off to be scheduled at the discretion of the employee with the approval of the Department Head.

4. Conflicting request for compensatory time off, will be adjusted in terms of seniority. In addition to enumerated holidays, all Township employees shall be entitled to five (5) personal leave days, to be requested seventy-two (72) hours

prior to the desired time off if possible, except in the case of an emergency.

B. In the event of severe weather conditions or if a Holiday should be declared other than for severe weather conditions (or not listed in Section A-1) those employees who work shall be given a day compensatory time in lieu of the holiday or severe weather day to be taken within that calendar year.

C. Any compensatory time, personal time or holiday leave accruing in any calendar year unused by an employee within the calendar year, may be used within the following calendar year, but it shall not be accumulated thereafter.

ARTICLE VII - INSURANCE, HEALTH & WELFARE

A. The Township shall provide the below listed coverage for all full-time permanent and provisional employees and their dependants beginning on the first day of the third month after two (2) months of active employment. The above mentioned employees must work at least 30 hours per week.

B. The Township shall provide Blue Cross (365 Day Comprehensive plan) Blue Shield, Rider J. Prevailing Fees, Major Medical or equivalent coverage for the employee and his/her family and a \$10,000 Life Insurance on the employees life only in addition to the insurance covered by the Pension Plan. The Major Medical shall include 100% payback after deductible. Said deductible being \$100.00 per individual for a maximum of two (2) individuals per calendar year. Effective January 1, 1986, the Township will provide Blue Cross and Blue Shield Medical Emergency Rider and dependent coverage to age 23.

C. The Township shall provide a dental plan with zero (0) dollar deductible with 100% payback for preventative maintenance and diagnostic and 85% payback for restorative treatment, 85% payback for oral surgery, 85% payback for endodontics and periodontics, 85% for prosthodontics (fixed and removable) and 85% payback for orthodontics, to a maximum of \$2,400 per case. The maximum amount payable for dental services in any calendar year shall be \$1,000.00 per patient. The above benefits shall be full family.

D. The Township shall continue to provide a Prescription Plan for the employee and his/her family whereby the employee pays \$1.00 for each prescription and prescription refill for eligible employees and dependents as in effect December 31, 1983.

E. The Township shall maintain a one hundred (100.00) dollar medical fund for each employee, per year, for the purpose of paying uncovered medical expenses, on all health insurance. For employees who have one (1) or more dependents, the medical fund will be increased an additional one hundred (\$100.00) dollars.

F. The Township shall provide a self-insured vision care plan for employees and dependents. Benefits thereunder are available and payable only once every 24 months. Available benefits shall be as follows:

Vision analysis	\$45.00
Single Vision Lenses	35.00
Bifocal Lenses	50.00
Multifocal Lenses	65.00
Contact Lenses	75.00
Frames	50.00

G. The Township shall continue all health insurance benefits for all employees who retire up to the age of sixty-five (65) years of age.

H. The Township agrees to provide a free legal defense to any employee sued in his or her capacity for an act committed within his or her authority as a Township employee.

I. Well-child care & immunizations are eligible until the end of the day before your child attains age fourteen. Charges will be reimbursed at 100% of Usual, Customary and Reasonable charges.

ARTICLE VIII - LEAVE OF ABSENCE

A. MILITARY LEAVE- Military leave shall be granted when an employee is required to undergo field training.

B. FUNERAL LEAVE- An employee shall be entitled to three (3) days off with pay for the purpose of attending the funeral of a family member. The following is a list of those persons who qualify within the term "family member":

- Mother
- Father
- Spouse
- Children
- Grandparents
- Sister
- Brother
- Step Children
- Father-in-Law
- Mother-in-Law
- Step Mother
- Step Father
- Step Sister
- Step Brother
- Half-Sister
- Half-Brother
- Aunt
- Uncle

"Family member" shall also include any relative of the employee or person that has been residing in the employees household. An employee shall be paid for such days off if any of such three

(3) days occur during the employees regularly scheduled work week and he/she would have had work opportunity during such day. If the three (3) days or any of them occur while the employee is otherwise compensated, such as for a paid holiday, paid vacation, or while unable to work because of illness or injury, the employee shall not be paid for such day or days.

Under no circumstances shall the provision of this section result in an increase in an employees normal earnings.

C. UNPAID LEAVE OF ABSENCE- A leave of absence without pay may be granted at Managements discretion for good cause to any employee for a period of six (6) months. Such leave shall be granted at the sole discretion of the Manager after recommendation from the Department Head. The leave may be extended for an additional six (6) months at Management's discretion. The term "good cause" shall not include any situation where any employee requests a leave from the department so as to seek employment with any other private or public employer or to become self-employed. No leave of absence shall be given under any circumstances to persons who desire to obtain other means or sources of employment. Any employee who seeks a leave of absence on such pretext may be terminated from his/her employment by the Township, and seeking a leave of absence under such a pretext shall constitute good cause for the termination of the employees employment.

D. Any unpaid leave of absence granted because of illness, disability or pregnancy will not result in cessation of

benefits. The employee shall not earn any seniority during the period of such leave, however.

ARTICLE IX - NO STRIKE PLEDGE

The Union covenants and agrees that during the term of the Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his or her position, or stoppage of work or abstinence in whole or in part from full, faithful and proper performances of the employees duties of employment), work stoppage, slow down, walkout or other illegal action which interferes with the full and complete normal operation of the government of the Municipality. The Union agrees that such action would constitute a material breach of the Agreement.

ARTICLE X - GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees morale. The parties agree that this procedure shall be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her Department Head.

B. Definition

1. The term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of this Agreement, policies and administrative decisions affecting them.

2. Any grievance which constitutes a controversy arising over the interpretation, application or violation of this Agreement shall be submitted to Binding Arbitration. Grievances concerning policies and administrative decisions shall be submitted to Advisory Arbitration.

C. Method

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE: The aggrieved or the Union shall institute action under the provisions hereof within ten (10) working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between aggrieved employee and the Department Head for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute and abandonment of the grievance.

STEP TWO: If no agreement can be reached orally within ten (10) working days of the initial discussion with the Department Head, the employee or the Union may present the

grievance in writing within ten (10) working days thereafter to the Department Director. The Department Director will answer the grievance in writing within ten (10) working days of receipt of the written grievance.

STEP THREE: If the employee or the Union wishes to appeal the decision of the Department Director, such appeal shall be presented in writing to the Township Manager within ten (10) working days thereafter. The Township Manager shall review the matter and make a determination in writing within ten (10) working days from receipt of the grievance.

STEP FOUR: If the grievance is not settled through the intervening steps, either party shall have the right to submit the dispute to arbitration, in accordance with B-2 of this Article. The dispute shall be submitted to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The cost for the services of the arbitrator shall be borne equally by the Township and the Union. No employee shall be denied his compensation for appearance as a witness in accordance with this article. Any other expense, including but not limited to the presentation of non-township employee witness, shall be paid by the parties incurring same.

D. Upon prior notice to and authorization of the Department Head, the designated Union Representatives shall be permitted as members of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said

business does not diminish the effectiveness of the Township or require the recall of off-duty employees.

E. Agents of the Union, who are not employees of the Township may be permitted to visit the employees during working hours at their work stations for the purpose of discussing Union representation matters; as long as such right is reasonably exercised and provided further that there is no undue interference with the Township work by such agents.

F. The Township and the Union further agree to give reasonable consideration to request of either party for meetings to discuss grievances pending at any step.

G. Employees are entitled to Union Representation at each and every step of the grievance procedure.

H. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied.

ARTICLE XI - SICK LEAVE & RETIREMENT

A. All employees shall retain all pension rights under New Jersey Law and the Ordinance of the Township of Lower.

B. All permanent employees shall be entitled to sick leave on the basis of twenty (20) days per year. All permanent part-time employees shall be entitled to a proportionate share of sick leave.

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease. Sick leave may also be utilized for short periods because of death in the

employee's immediate family as defined in Civil Service Regulations (N.J.A.C. 4A:1-1.3)

C. For all employees hired prior to January 1, 1982, upon regular retirement on a civil service pension an employee will receive a terminal leave benefit based upon the cash value of accumulated unused sick leave to a maximum of 180 days at the employees rate of salary at retirement.

For all employees hired after January 1, 1982, they shall be entitled upon regular retirement on a Civil Service pension to compensation for 100% of unused accumulated sick leave up to a maximum of 100 days.

Employees with ten (10) years of service who resign in good standing (not retirement), shall be entitled to sick leave payment to be 50% of retirement entitlement, not to exceed 90 days. Payment to be at the employees current salary at the time of resignation.

D. The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to duty to be examined at the expense of the Township by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

E. All permanent employees shall be entitled to accumulate sick leave days from year to year to be used if and when needed for such purpose.

F. Upon regular retirement or resignation in good standing, an employee will receive renumeration for unused vacation time. Resignation in good standing is written notice at least fourteen (14) days in advance and will be worked or on approved leave in order to receive unused vacation pay.

ARTICLE XII - WORK WEEK AND OVERTIME

A. Police Dispatchers

1. The present work week for Police Dispatchers of forty (40) hours at a straight time rate and two (2) hours at an overtime rate shall be continued for the life of this Agreement.

2. The overtime rate of time and one-half shall be computed to the nearest quarter hour.

3. When a regularly assigned Dispatcher reports off due to illness or any other legitimate cause, the vacancy shall be filled by calling another regularly assigned Dispatcher. There being no regularly assigned Dispatcher available to fill the vacancy, the Relief Dispatcher shall be used. Dispatchers will not be required to find their own replacement when personal days and/or compensatory time off is requested.

4. Police Dispatchers shall have the option of receiving their guaranteed overtime either in a lump sum payable in the first pay check in December or as part of their regular salary. All additional overtime shall be paid as part of their regular salary or accumulated and taken at a later date or accumulated and paid in the first pay check in December.

B. Department of Public Safety

1. The work week for the office workers of the Department of Public Safety shall be determined by the Chief of Police, but shall not be less than thirty-five hours per week, exclusive of lunch. Additional overtime shall be paid as part of their regular salary or accumulated and paid in the first pay check in December at the rate of time and one-half.

C. Township Office Employees

1. The work week for all employes covered under this paragraph shall consist of five (5) six (6) hour consecutive days or five (5) seven (7) hour consecutive days. Consecutive days are Monday through Friday inclusive, not including lunch hour.

2. If the Township and the Union mutually agree to have those employees working a thirty (30) hour week (5 days at 6 hours a day) work a thirty-five (35) hour week (5 days at 7 hours a day) Monday through Friday inclusive, those employees shall have their base salary adjusted by taking their then hourly rate times thirty-five (35) hours per week times fifty-two (52) weeks per year.

3. Township Office Employees covered by this contract shall be entitled to overtime pay at the rate of time and one half after thirty (30) hours (for those employees on a five (5) day work week at six (6) hours per day) and time and one half after thirty-five (35) hours (for those employees on a five (5) day work week at seven (7) hours per day), provided that said overtime is agreed to by the employees Department Head.

4. Overtime can be accumulated and taken as compensatory time if the employee so desires or overtime can be accumulated (computed at time and one-half) and paid biweekly.

5. The overtime rate of time and one-half shall be computed to the nearest quarter hour.

D. Court Personnel

1. The work week for the Court personnel shall not be less than thirty-five (35) hours per week, exclusive of lunch.

2. Any additional time worked over and above a thirty-five (35) hour week shall be computed at time and one-half and shall be paid as part of their regular salary.

E. Part-Time Employees

1. The work week of the part-time employees shall be determined by Management within limitations of Civil Service Regulations.

F. 1. Time paid for (whether or not worked) will be considered as time worked for the purpose of computing overtime pay in accordance with this Article.

ARTICLE XIII - WAGES

A. The starting salary, grade & step system as set forth below, shall continue.

B. Effective January 1, 1992, all employees shall receive an increase of 3% and an additional 3% increase on July 1, 1992.

Effective January 1, 1993, all employees shall receive an increase of 5%.

Effective January 1, 1994, all employees shall receive an increase of 3% and an additional 3% increase on July 1, 1994.

C. The salary schedule for all employees on the starting salary, grade & step guide except dispatchers, shall include \$575.00 step increments. Step increments shall be paid on the employees anniversary date, in accordance with the current practice.

D. The salary schedule for all dispatchers on the starting salary, step & grade guide shall include \$600.00 step increments. Step increments shall be paid on the employees anniversary date, in accordance with the current practice.

E. Permanent part-time employees shall be paid in accordance with the starting salary, step & grade system as set forth below, pro-rated for the number of hours worked.

F. Part-time employees whose titles are included in the contract shall receive the starting hourly rate as indicated in the starting salary, grade & step system as set forth below, pro-rated for the number of hours worked.

G. An employee who receives a title and grade change shall move to the same step for the new grade. (i.e. grade one, step three employee promoted to a grade two title will become a grade two, step three employee upon promotion. Any employee who receives a title and grade change and is already past the maximum, shall move to the new grade and title and receive the difference between the new grade maximum and the old grade maximum.

H. The Township has the right to hire employees in the titles contained in Grade 4 only, on a step up to and including step 2 of grade 4.

I. The employee serving in the title of Computer Operator (Marge Schullingkamp) shall continue at grade 2 during her tenure in that position. Except for this employee, the Computer Operator title shall be considered as a grade 1 title.

TITLES AND GRADES

GRADE ONE

Clerk
Clerk Typist or Clerk Transcriber
Assessing Clerk
Assessing Clerk Typing
Tax Clerk
Telephone Operator/Recept.
Building Maintenance Worker
Building Service Worker
Account Clerk Typing
Police Records Clerk Typing or Steno.
Computer Operator

GRADE TWO

Senior Tax Clerk
Senior Assessing Clerk
Senior Account Clerk
Senior Clerk Typist
Senior Bookkeeping Machine Operator
Senior Clerk Stenographer
Senior Telephone Operator/Recept.
Senior Computer Operator
Senior Police Records Clerk or Transcriber
Personnel Tech.
Violations Clerk
Assessing Aide
Registrar of Vital Statistics
Code Enforcement Officer

GRADE THREE

Principal Assessing Clerk
Principal Account Clerk
Principal Clerk Typist
Principal Tax Clerk
Principal Payroll Personnel Clerk
Principal Clerk Stenographer
Supervising/Principal Computer Operator
Data Processing Programmer
Supervising Assessing Aide
Principal Police Records Clerk or Trans.
Code Enforcement and Assistant Zoning Officer

GRADE FOUR

Building Subcode Official
Electrical Subcode Official
Plumbing Subcode Official
Assistant Treasurer
Assistant Tax Collector
Assistant Tax Assessor
Assistant Supervisor of Recreation

GRADE FIVE

Communications Operator
Communications Operator (trainee)
Relief Communications Operator or Trainee

	Starting	Step 1	Step 2	Step 3	Step 4	Step 5
<u>Grade 1</u>						
1991	12,950	13,525	14,100	14,675	15,250	15,825
1/1/92	13,425	14,000	14,575	15,150	15,725	16,300
7/1/92	13,915	14,490	15,065	15,640	16,215	16,790
1/1/93	14,755	15,330	15,905	16,480	17,055	17,630
1/1/94	15,285	15,860	16,435	17,010	17,585	18,160
7/1/94	15,830	16,405	16,980	17,555	18,130	18,705
<u>Grade 2</u>						
1991	15,950	16,525	17,100	17,675	18,250	18,825
1/1/92	16,425	17,000	17,575	18,150	18,725	19,300
7/1/92	16,915	17,490	18,065	18,640	19,215	19,790
1/1/93	17,755	18,330	18,905	19,480	20,055	20,630
1/1/94	18,285	18,860	19,435	20,010	20,585	21,160
7/1/94	18,830	19,405	19,980	20,555	21,130	21,705
<u>Grade 3</u>						
1991	18,950	19,525	20,100	20,675	21,250	21,825
1/1/92	19,425	20,000	20,575	21,150	21,725	22,300
7/1/92	19,915	20,490	21,065	21,640	22,215	22,790
1/1/93	20,755	21,330	21,905	22,480	23,055	23,630
1/1/94	21,285	21,860	22,435	23,010	23,585	24,160
7/1/94	21,830	22,405	22,980	23,555	24,130	24,705
<u>Grade 4</u>						
1991	21,950	22,525	23,100	23,675	24,250	24,825
1/1/92	22,425	23,000	23,575	24,150	24,725	25,300
7/1/92	22,915	23,490	24,065	24,640	25,215	25,790
1/1/93	23,755	24,330	24,905	25,480	26,055	26,630
1/1/94	24,285	24,860	25,435	26,010	26,585	27,160
7/1/94	24,830	25,405	25,980	26,555	27,130	27,705
<u>Disp.</u>						
1991	18,050	18,650	19,250	19,850	20,450	21,050
1/1/92	18,592	19,192	19,792	20,392	20,992	21,592
7/1/92	19,150	19,750	20,350	20,950	21,550	22,150
1/1/93	20,108	20,708	21,308	21,908	22,508	23,108
1/1/94	20,711	21,311	21,911	22,511	23,111	23,711
7/1/94	21,333	21,933	22,533	23,133	23,733	24,333

Article XIV - LONGEVITY

A. Longevity

Employees shall receive longevity pay in accordance with their years of service from the effective date of their permanent appointment, to be computed as follows:

- 2% of base pay after 5 years of service
- 4% of base pay after 10 years of service
- 6% of base pay after 15 years of service
- 8% of base pay after 20 years of service
- 10% of base pay after 25 years of service

B. The longevity shall be capped at the rates set forth in the proposed ordinance schedule. This cap shall become effective on 12/31/91.

- 2% of base pay after 5 years of service (\$ 600.00 maximum)
- 4% of base pay after 10 years of service (\$1,200.00 maximum)
- 6% of base pay after 15 years of service (\$1,800.00 maximum)
- 8% of base pay after 20 years of service (\$2,400.00 maximum)
- 10% of base pay after 25 years of service (\$3,000.00 maximum)

ARTICLE XV - SHIFT DIFFERENTIAL

A. Police Dispatchers - Shift Differential

1. Police Dispatchers working the 4:00 p.m. to 12:00 a.m. shift will receive \$.20 per hour above their base pay.

2. Police Dispatchers working the 12:00 a.m. to 8:00 a.m. shift will receive \$.30 per hour above their base pay.

3. Shift differential may be taken in a lump sum in the first paycheck in December if the employee so chooses.

ARTICLE XVI - CALL IN TIME

A. Call in time

1. If an employee is called to duty on his/her time off, he/she shall receive payment at the rate of time and one-half and be guaranteed two (2) hours minimum work, provided the Township may require an employee to work the minimum period.

2. Court employees will receive 10 minutes of call in time if they are called to do court business on their days or evenings off, if documented by the police department.

ARTICLE XVII - CLOTHING ALLOWANCE

A. Department of Public Safety

1. The Township shall continue to supply all uniforms to employees of the Department of Public Safety as is the present practice.

2. The Township shall provide a seventy-five (\$75.00) dollar shoe allowance for the Department of Public Safety, per employee. The employee must submit a voucher with a receipt in order to receive payment.

ARTICLE XVIII - WORKER'S COMPENSATION

A. When an employee sustains a job related injury, he/she is to receive his/her full salary from the Township. He/she agrees to endorse over to the Township, all monies reimbursed to him/her by Worker's Compensation.

ARTICLE XIX - GENERAL PROVISIONS

A. The Union shall have the use of the employee bulletin board for the posting of notices relating to meetings and official business of the Union.

B. It is agreed that representatives of the employer and the Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meeting shall be initiated by written request of either party and a precise agenda shall be established.

C. Employees who are covered by this Agreement shall perform duties and responsibilities outlined in the New Jersey Department of Civil Service job specifications for their positions.

D. The Township shall be responsible for printing this Agreement within twenty (20) days of its having being signed by the Parties. The Union will reimburse the Township for the cost of the paper.

ARTICLE XX - UNION BUSINESS

A. Whenever any employee of the Township who is a representative of the Union is mutually scheduled to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in regular pay or be charged for sick leave or vacation leave.

ARTICLE XXI - EQUAL TREATMENT

A. The Township and the Union agree that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, religion, marital status, political affiliation, Union membership, or Union activities.

B. The Township may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.

C. Ten (10) working days prior to the implementation of any new rules of work and conduct for employees established by the Township pursuant to Section B above, the Township agrees to meet and discuss such rules with the Union.

ARTICLE XXII - FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIII - SEPARABILITY AND SAVINGS

A. If any provisions of this Agreement or any application of this agreement to any employee or group of employees is held to be invalid by operations of law or by a Court or other tribunal of competent jurisdiction, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

TERM AND RENEWAL

This Agreement shall be in force as of January 1, 1992 and shall remain in effect to and including December 31, 1994. This Agreement shall continue in full force and effect during the period of negotiations for a successor Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Township of Lower, New Jersey this _____ day of _____, 1992.

LOWER TOWNSHIP OFFICE WORKERS
ASSOCIATION - LOCAL 2210 B
AFFILIATED WITH AFSCME,
DISTRICT COUNCIL #71

TOWNSHIP OF LOWER
CAPE MAY COUNTY, N.J.

BY:

John Hemmy
Staff Representative

Robert F. Conroy, Jr.,
Mayor

ATTEST:

ATTEST:

Thomas Will, Shop Steward

Claudia Kammer, Clerk

TERM AND RENEWAL

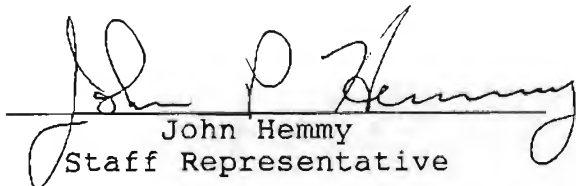
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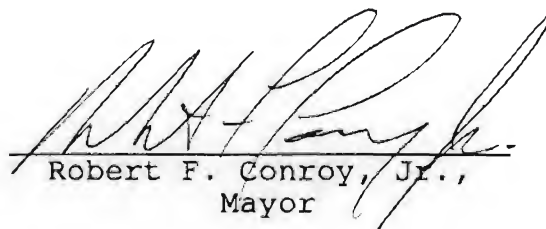
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Township of Lower, New Jersey this 1st day of December, 1992.

LOWER TOWNSHIP OFFICE WORKERS
ASSOCIATION - LOCAL 2210 B
AFFILIATED WITH AFSCME,
DISTRICT COUNCIL #71


TOWNSHIP OF LOWER
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